

Contract ID#: B9000016SC



CLPW16000035

Department: Public Works

CF (Capital)**E-256-16 CF****Contract Details**

SERVICE: On-Call Program Management

NIFS ID #: CLPW16000005 NIFS Entry Date 10/24/16 Term: from execution to 2 years

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input checked="" type="checkbox"/> #1	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

Agency Information

Vendor		County Department	
Name CG-3PL Engineering	Vendor ID# 465024974	Department Contact Kenneth Arnold	
Address 5813 Citrus Blvd. Suite 200 Harehan, Louisiana, 70123	Contact Person Daniel Genity Phone 713-503-6382	Address 1194 Prospect Ave Westbury, NY 11590 Phone 516-571-9607	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/24/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/24/16	[Signature]	
10/25/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	10/25/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
10/31/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	10/31/16	[Signature]	
10/31/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	10/31/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
11/2/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/2/16	[Signature]	

CLERK OF THE COUNTY CLERK
NASSAU COUNTY
11-11-16
E-256-16



Contract Summary

Description: Amendment #1 to On-Call Program Management Services
Purpose: On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. This amendment is to set the start date to September 1, 2016.
Method of Procurement: Request for Proposal (RFP)
Procurement History: The Contract was entered into after a written request for proposals was issued on March 18, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter and via email to interested parties and by publication on the County procurement website. Proposals were due on April 22, 2016 Four proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Brian Schneider, Assistant to Deputy Commissioner all from Public Works and Christopher Nolan, Deputy Budget Director from the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the three highest-ranking proposals were selected.
Description of General Provisions: On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. For Disaster Recovery the Department has been utilizing a firm to provide Long Term Recovery Management Services associated with Superstorm Sandy. This contract is set to expire and it is the intent of the Department to utilize this proposed contract to assign a task order associated with ongoing recovery tasks currently assigned to the Long Term Program Manager and to also assign new tasks associated with the Superstorm Sandy and/or any other recovery efforts as required.
Impact on Funding / Price Analysis: Funding for task Assignments will come from specific capital projects. It is anticipated that all cost associated with Superstorm Sandy and disaster recovery will be reimbursed through the appropriate state or federal program
Change in Contract from Prior Procurement: To cover the Task Assignments and the future assignments the Department is recommending a contract cap of \$4,000,000 over a duration of two years with an option of two one-year extensions. This amendment is to set the start date to September 1, 2016.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	FEM
Control:	1000
Resp:	FEM 1000
Object:	DE 500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$.01
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

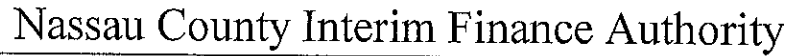
LINE	INDEX/OBJECT CODE	AMOUNT
1	PWFEM1000/DE500	\$.01
2		\$
3	<i>Q. Quatrone 10/31/16</i>	\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: _____	Name: _____	Date: <i>11/2/16</i>
Date: _____	Date: _____	(For Office Use Only)
		E #:



1. Vendor: CG/3PL

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a New Contract Advisement ✓ Amendment

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 2 years

Has work or services on this contract commenced? Yes ☐ No ☒

If yes, please explain:

<u> </u>	General Fund (GEN)
<u>✓</u>	Capital Improvement Fund (CAP)
<u> </u>	Other

☒ Grant Fund (GRT)

Federal %	<u>90</u>
State %	<u> </u>
County %	<u>10</u>

Is the cash available for the full amount of the contract?

✓ Yes No

If not, will it require a future borrowing?

Yes No

Has the County Legislature approved the borrowing?

☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract?

	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

On Call Contract to assist the Department in management of capital and disaster recovery services. Please note that the work associated with Sandy Recovery that is being encumbered is reimbursed at 90%. This amendment is to set the start date to September 1, 2016.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	_____ Yes	_____ No	_____ N/A
Nassau County Committee and/or Legislature	_____ Yes	_____ No	_____ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQ PW 1600005 Excludes 5010

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

fo for [Signature] DA Budget Director 10/22/2016
Signature Title Date
Markus B. Williams
Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: CG/3PL Engineering

CONTRACTOR ADDRESS: 5813 Citrus Blvd., Suite 200, Harahan, Louisiana 70123

FEDERAL TAX ID #: 465024974

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The Contract was entered into after a written request for proposals was issued on March 18, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 22, 2016 [date]. four [state #] proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Brian Schneider, Assistant to Deputy Commissioner all from Public Works and Christopher Nolan, Deputy Budget Director from the Office of Management and Budget (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

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- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

10/28/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: June 2, 2016

Vendor:

GB-3 PL Engineering DPC

Signed:

Print Name:

Daniel Gerrity

Title:

CEO

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

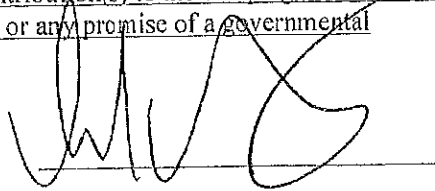
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

6/13/2016

Signed:



Print Name:

Daniel M. Gerrity, PE

Title:

Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Daniel M. Gerrity, PE
Date of birth 05 / 21 / 1968
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1305 Franklin Ave, Ste 210
City/state/zip Garden City, NY 11530
Telephone 516-570-7285
Other present address(es) 3012 26th Street
City/state/zip Metairie, LA 70002
Telephone 504-454-3866
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 01 / 28 / 2014 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
NO YES X If Yes, provide details. 50% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES If Yes, provide details. Principal is guarantor of a bank line of credit for the company.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES X ; If Yes, provide details.
BCG Engineering and Consulting, Inc. 72-1166774 3PL Consulting, Inc. 46-0928180
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. Nassau County, State of Louisiana, State of Colorado, St. Bernard Parish, S&WB
of New Orleans, City of Slidell

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Daniel Gerrity, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of June 2016

Kelley A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

CG-3PL Engineering DPC
Name of submitting business

Daniel Gerrity
Print name

[Signature]
Signature

CEO
Title

6.12.2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard Cloutier
Date of birth 07 / 05 / 1955
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1305 Franklin Ave, Suite 210
City/state/zip Garden City, NY 11530
Telephone (516) 570-7285
Other present address(es) 3012 26th Street
City/state/zip Metairie, LA 70002
Telephone (504) 454-3866
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 / 28 / 2014 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. 50 % Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO _____ If Yes, provide details.
Principal is a guarantor of a bank line of credit for the company.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____; If Yes, provide details.
BCG Engineering & Consulting, Inc. 72-1166774
3PL Consulting, Inc. 46-0928180

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. Nassau County, State of Louisiana, State of Colorado, St. Bernard Parish, S&WB Of New Orleans, City of Slidell, East Richland County Public Service District

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Cloutier, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of June 2016

Kelly A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

CG-3PL Engineering, DPC
Name of submitting business

Richard Cloutier
Print name

[Signature]
Signature

President
Title

6 / 3 / 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/03/2016

1) Proposer's Legal Name: CG|3PL Engineering, D.P.C.

2) Address of Place of Business: 1305 Franklin Ave., Ste. 210, Garden City, NY 11530

List all other business addresses used within last five years:

5813 Citrus Blvd., Ste. 200, Harahan, LA 70123

3) Mailing Address (if different): 3012 26th Street, Metairie, LA 70002

Phone : 516-570-7285

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 076258021

5) Federal I.D. Number: 46-5024974

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe) Design Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes X No If Yes, please provide details: 3PL Consulting, Inc.
FEIN: 46-0928180

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: 3PL Consulting, Inc. BCG Engineering & Consulting, Inc. Ardurra Group
46-0928180 72-1166774 47-4036753

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details. 3PL Consulting, Inc. 46-0928180
BCG Engineering & Consulting, Inc. 72-1166774 Ardurra Group 47-4036753
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or
regulatory provisions? Yes ____ No X If Yes, provide details for each such
occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated
business had any sanction imposed as a result of judicial or administrative proceedings with
respect to any professional license held? Yes ____ No X; If Yes, provide details for
each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to
pay any applicable federal, state or local taxes or other assessed charges, including but not
limited to water and sewer charges? Yes ____ No X If Yes, provide details for each
such year. Provide a detailed response to all questions checked 'YES'. If you need more
space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space,
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no
conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has
that may create a conflict of interest or the appearance of a conflict of interest in
acting on behalf of Nassau County.

_____ No conflict exists _____

(ii) Any family relationship that any employee of your firm has with any County
public servant that may create a conflict of interest or the appearance of a conflict
of interest in acting on behalf of Nassau County.

_____ No conflict exists _____

(iii) Any other matter that your firm believes may create a conflict of interest or
the appearance of a conflict of interest in acting on behalf of Nassau County.

_____ No conflict exists _____

b) Please describe any procedures your firm has, or would adopt, to assure the
County that a conflict of interest would not exist for your firm in the future.
CG|3PL Engineering, D.P.C. will disclose any real or perceived conflict of interest
immediately. _____

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company East Richland County Public Service District

Contact Person Larry Brazell

Address 704 Ross Road

City/State Columbia, SC 29223

Telephone 803-788-1570 x6010

Fax # _____

E-Mail Address lbrazell@ercpsd.net

Company St. Bernard Parish Government

Contact Person Hillary Nunez

Address 8201 W. Judge Perez Drive

City/State Chalmette, LA 70043

Telephone 504-278-4317

Fax # _____

E-Mail Address hnunez@sbpg.net

Company Louisiana Land Trust

Contact Person Mike Taylor

Address 11601 Southfork, Suite D

City/State Baton Rouge, LA 70816

Telephone 225-395-0777

Fax # _____

E-Mail Address mtaylor@lalandtrust.us

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal MUST include:

- i) Date of formation;
01/28/2014
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Daniel Gerrity, CEO
[REDACTED]
[REDACTED]
50% Ownership

Richard Cloutier, President
[REDACTED]
[REDACTED]
50% Ownership
- iii) Name, address and position of all officers and directors of the company;
Daniel Gerrity, CEO
[REDACTED]
[REDACTED]

Richard Cloutier, President
[REDACTED]
[REDACTED]
- iv) State of incorporation (if applicable);
New York
- v) The number of employees in the firm;
5
- vi) Annual revenue of firm;
[REDACTED]
- vii) Summary of relevant accomplishments
CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance and a seamless transition.
- viii) Copies of all state and local licenses and permits.
Please see attached Certificate of Incorporation in the State of New York and Certificate of Authorization to provide Professional Engineering Services in New York State.
- B. Indicate number of years in business.
2 Years
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance and a seamless transition.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Daniel Gerrity being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of June 2016

Kelly A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

Name of submitting business: CG-3PL Engineering DPC

By: Daniel Gerrity
Print name
[Signature]
Signature

CEO
Title

6 / 2 / 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CG|3PL Engineering, D.P.C.

Address: 1305 Franklin Ave., Ste. 210

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 46-5024974

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

3PL Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

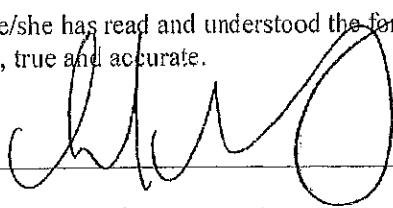
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

6/13/2016

Signed:



Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Ardurra Group, LLC

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 47-4036753

3. Type of Business: Public Corp ☒ Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED]

Louis Guerrero, [REDACTED]

Michael Dorris, [REDACTED]

Jeff Peters, [REDACTED]

Michael Spletto, [REDACTED] Adam Faschan, [REDACTED]
Rodney Gannuch, [REDACTED]
Ann Springston-Shires, [REDACTED] William Blackwell, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CG|3PL Engineering, D.P.C.--Affiliated Company with common ownership

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

3PL Consulting, Inc.--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

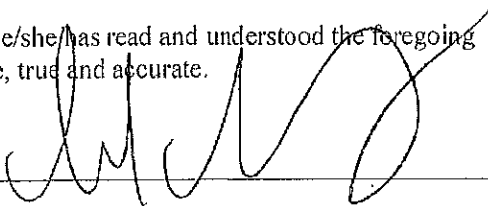
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she/has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

6/13/2016

Signed:



Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 3PL Consulting, Inc.

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 46-0928180

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Ann Springston-Shires, [REDACTED]

Rebecca Westerlund Coletta, [REDACTED]

Michael Dorris, [REDACTED]

Michael Spletto, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED] Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED] Louis Guerrero, [REDACTED]

Michael Dorris, [REDACTED] Jeff Peters, [REDACTED]

Page 2 of 4

Michael Spletto [REDACTED] Adam Paschan [REDACTED]
Rodney Gannuch [REDACTED]
Ann Springston-Shires [REDACTED] William Blackwell [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CG|3PL Engineering, D.P.C.--Affiliated Company with common ownership

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

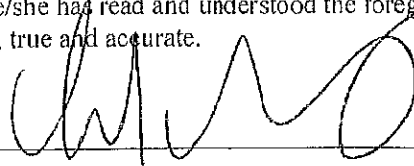
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

6/13/2016

Signed:



Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BCG Engineering & Consulting, Inc.

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 72-1166774

3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co X Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

William Blackwell, [REDACTED]

Louis Guettera, [REDACTED]

Ann Springston-Shires, [REDACTED]

Rodney Gannuch, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED] Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED] Louis Guerrero, [REDACTED]

Michael Dorris, [REDACTED] Jeff Peters, [REDACTED]

Michael Spletto, [REDACTED] Adam Faschan, [REDACTED]

Ann Springston-Shires, [REDACTED] William Blackwell, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CG|3PL Engineering, D.P.C.--Affiliated Company with common ownership

3PL Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/13/2016

Signed: 

Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Daniel M. Gerrity, PE (Name)

1305 Franklin Ave., Ste. 210, Garden City, NY 11530 (Address)

516-570-7285 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

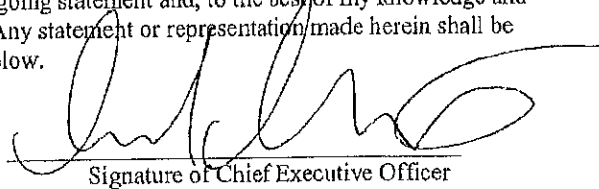
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 2, 2016
Dated


Signature of Chief Executive Officer

Daniel Gernity
Name of Chief Executive Officer

Sworn to before me this

2 day of June, 2016


Notary Public

KELLY A PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH632201
Qualified in Nassau County
My Commission Expires March 30, 2019



CERTIFICATE OF LIABILITY INSURANCE

3PLCONS-01

JHARNETT

DATE (MM/DD/YYYY)
9/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitmore Group, Ltd. 370 Old Country Road Suite 200 Garden City, NY 11530	CONTACT NAME: PHONE (A/C, No, Ext): (516) 746-4141 FAX (A/C, No): (516) 746-7875 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading PA INSURER B: Continental Casualty Company INSURER C: Transportation Insurance Co. INSURER D: INSURER E: INSURER F:
INSURED CG-3PL Engineering DPC 3012 26th Street Metairie, LA 70002	HAIC # 20443 20494

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	X	6018231577	05/15/2016	05/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS \$5,000 DedComp & Col <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		6018231663	05/15/2016	05/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	6018231646	05/15/2016	05/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6020066778	06/15/2016	06/15/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabli		AEH004315720	05/15/2016	05/15/2017	Each Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Department of Public Works, including it's officials and employees, New York State and the Housing Trust Fund are included as additional insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau One West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James C. Metzger</i>
--	--

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Daniel M. Gerrity PE Chief Executive Officer

Name and Title of Authorized Representative

m/d/h/y

Signature

Date

CG|3PL Consulting, Inc.

Name of Organization

1305 Franklin Ave., Suite 210, Garden City, NY 11530

Address of Organization

AMENDMENT ONE

AMENDMENT, dated as of _____, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CG-3PL Engineering D.P.C., having its principal office at 5813 Citris Boulevard, Suite 200, Harahan, Louisiana 70123 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW16000005 between the County and the Firm, executed on behalf of the County on October 4, 2016 (the "Original Agreement"), the Firm performed certain services for the County in connection with program management services in assisting the Office of Management and Budget and the Department of Public Works in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from October 4, 2016 through October 3, 2018 (the "Original Term"); unless sooner terminated in accordance with the provisions of the Original Agreement; provided however, the Department, in its sole discretion, may extend the term for a period of up to two (2) years (the "Original Term");

WHEREAS, the County and the Contractor desire to amend the commencement date of the Original Agreement; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Original Term. The first sentence of Section 1 of the Original Agreement is hereby deleted and restated in its entirety as follows:

"The term of this Agreement shall commence on September 1, 2016 (the "Commencement Date") and terminate on August 31, 2018 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms."

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CG-3PL Engineering D.P.C..

By: 

Name: Daniel Gerrits

Title: CEO

Date: 10/19/2016

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of October in the year 2016 before me personally came Daniel Gerrity to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the CEO of CG-3PL Engineering PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

KELLY A PHILIPP

NOTARY PUBLIC-STATE OF NEW YORK

NOTARY PUBLIC

Qualified in Nassau County

My Commission Expires March 30, 2019

Kelly A. Philipp

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 24, 2016

SUBJECT: Proposed Amendment 1 for Personal Service Contract with
CG/3PL Professional Design Corp.
On Call Program Management Services - CQPW1600005
Sandy Disaster Recovery

This Department along with the Office of Management and Budget (OMB) proposes to amend the above referenced Contract. This Contract was to commence upon execution. It was initially anticipated that this would occur before the current contract performing this work, CQPW14000031, expired on August 31, 2016. As a result in various delays in getting the On Call Program Management Services contract, CQPW1600005, passed this contract was not executed until October 4, 2016.

The contractor, CG/3PL is the same for both the expiring and new contracts. In order not to jeopardize any reimbursements associated with the Sandy Recovery efforts it was requested by this office that CG/3PL continue work during the transition between contracts. At this time in order to compensate CG/3PL for services completed during the transition it is necessary to amend the commencement date of the On call Program Management Services contract, CQPW1600005 to September 1, 2016. There is no need to adjust funding for the contract as it was anticipated that this contract was to start at this date.

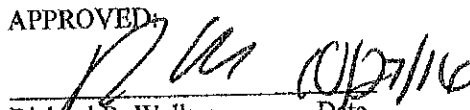
Following your approval or disapproval, we will proceed accordingly.


Richard Millet
Chief Deputy Commissioner

RPM:KGA:jm

c: Kenneth G. Arnold, Assistant to Commissioner
Loretta Dionisio, Hydrogeologist II
Christopher Yansick, Management Analyst II

APPROVED:


Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



Contract ID#: B9000016SC



CQPW 16000005

Department: Public Works

CF (Capital)E-164-16 **CF** E-164-16**Contract Details**

SERVICE: On-Call Program Management

NIFS ID #: CQPW 16000005 NIFS Entry Date: 6/14/16 Term: from execution to 2 years

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name CG-3PL Engineering	Vendor ID# 465024974
Address 5813 Citrus Blvd. Suite 200 Harahan, Louisiana. 70123	Contact Person Daniel Gerrity Phone 713-503-6582

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-0607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/14/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/16/16	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	6/24/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/23/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/23/16	[Signature]	
6/23/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/23/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
7/12/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	7/13/16	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/12/16	[Signature]	
6/24/16	County Executive	Notarization <input checked="" type="checkbox"/> Filed with Clerk of the Leg. <input checked="" type="checkbox"/>	6/24/16	[Signature]	

Contract ID#: B9000016SCDepartment: Public Works

Contract Summary

Description: On-Call Program Management Services
Purpose: On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. The Department historically has had various personnel services contracts covering these services.
Method of Procurement: Request for Proposal (RFP)
Procurement History: The Contract was entered into after a written request for proposals was issued on March 18, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter and via email to interested parties and by publication on the County procurement website. Proposals were due on April 22, 2016. Four proposals were received and evaluated. The evaluation committee consisted of Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Brian Schneider, Assistant to Deputy Commissioner all from Public Works and Christopher Nolan, Deputy Budget Director from the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the three highest-ranking proposals were selected.
Description of General Provisions: On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. For Disaster Recovery the Department has been utilizing a firm to provide Long Term Recovery Management Services associated with Superstorm Sandy. This contract is set to expire and it is the intent of the Department to utilize this proposed contract to assign a task order associated with ongoing recovery tasks currently assigned to the Long Term Program Manager and to also assign new tasks associated with the Superstorm Sandy and/or any other recovery efforts as required.
Impact on Funding / Price Analysis: Funding for task Assignments will come from specific capital projects. It is anticipated that all cost associated with Superstorm Sandy and disaster recovery will be reimbursed through the appropriate state or federal program.
Change in Contract from Prior Procurement: To cover the Task Assignments and the future assignments the Department is recommending a contract cap of \$4,000,000 over a duration of two years with an option of two one-year extensions.
Recommendation: (approve as submitted)

Advertisement Information

BUDGET CODES	
Fund:	FEM
Control:	1000
Resp:	FEM 1000
Object:	DE 500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$2,999,000
State	\$
Capital	\$
Other	\$
TOTAL	\$2,999,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWFEM1000/DE500	\$2,999,000
2		\$
3		\$
4	<i>G. G. G. 9/22/16</i>	\$
5		\$
6		\$
TOTAL		\$2,999,000

Document Prepared By: _____

Date: _____

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael J. Cohen</i>	Name: <i>[Signature]</i>	Date: <i>9/28/16</i>
Date: <i>9/28/2016</i>	Date: <i>9/28/16</i>	(For Office Use Only)
		E #:

E-164-16

RULES RESOLUTION NO. 244 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND CG-3PL ENGINEERING
D.P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-11-16
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with CG-3PL Engineering D.P.C., in connection with "on-call" program
management services for the County, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with CG-3PL Engineering D.P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: CG/3PL Engineering

CONTRACTOR ADDRESS: 5813 Citrus Blvd., Suite 200, Harahan, Louisiana 70123

FEDERAL TAX ID #: 465024974

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 18, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 22, 2016 [date]. four [state #] proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Brian Schneider, Assistant to Deputy Commissioner all from Public Works and Christopher Nolan, Deputy Budget Director from the Office of Management and Budget (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

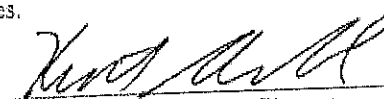
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

6/16/10
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor:

GL-3 PL Engineering

DPC

Signed:

[Signature]

Print Name:

Daniel Gerrity

Title:

CEO

Dated: June 2, 2016

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

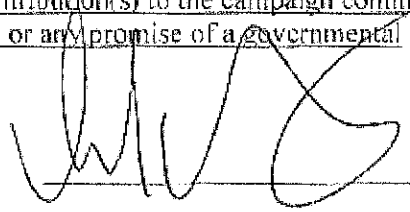
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/13/2016

Signed: 

Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Daniel M. Gerrity, PE
Date of birth 05 / 21 / 1968
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1305 Franklin Ave., Ste. 210
City/state/zip Garden City, NY 11530
Telephone 516-570-7285
Other present address(es) 3012 26th Street
City/state/zip Metairie, LA 70002
Telephone 504-454-3866
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 01 / 28 / 2014 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 50% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. Nassau County, State of Louisiana, State of Colorado, St. Bernard Parish, S&WB of New Orleans, City of Slidell

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Daniel Gerrity, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of June 2016

Kelley A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

CG-3PL Engineering DPC
Name of submitting business

Daniel Gerrity
Print name

[Signature]
Signature

CEO
Title

6.12.2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard Cloutier
Date of birth 07 / 05 / 1955
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1305 Franklin Ave. Suite 210
City/state/zip Garden City, NY 11530
Telephone (516) 570-7285
Other present address(es) 3012 26th Street
City/state/zip Metairie, LA 70002
Telephone (504) 454-3866
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 01 / 28 / 2014 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 50 % Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO If Yes, provide details.
Principal is a guarantor of a bank line of credit for the company.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.

BCG Engineering & Consulting, Inc. 72-1166774
3PL Consulting, Inc. 46-0928180

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. Nassau County, State of Louisiana, State of Colorado, St. Bernard Parish,
S&WB Of New Orleans, City of Slidell, East Richland County Public Service District

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Cloutier, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of June 2016

Kelly A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

CG-3PL Engineering, DPC
Name of submitting business

Richard Cloutier
Print name

[Signature]
Signature

President
Title

6 / 3 / 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/03/2016

1) Proposer's Legal Name: CG|3PL Engineering, D.P.C.

2) Address of Place of Business: 1305 Franklin Ave., Ste. 210, Garden City, NY 11530

List all other business addresses used within last five years:
5813 Citrus Blvd., Ste. 200, Harahan, LA 70123

3) Mailing Address (if different): 3012 26th Street, Metairie, LA 70002

Phone : 516-570-7285

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 076258021

5) Federal I.D. Number: 46-5024974

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe) Design Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: 3PL Consulting, Inc.
FEIN: 46-0928180

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: 3PL Consulting, Inc. BCG Engineering & Consulting, Inc. Ardurra Group
46-0928180 72-1166774 4

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details. 3PI Consulting, Inc. 46-0928180
BCG Engineering & Consulting, Inc. 72-1166774 Ardurra Group

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ____ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
CG|3PL Engineering, D.P.C. will disclose any real or perceived conflict of interest immediately. _____

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company East Richland County Public Service District

Contact Person Larry Brazell

Address 704 Ross Road

City/State Columbia, SC 29223

Telephone 803-788-1570 x6010

Fax # _____

E-Mail Address lbrazell@ercpsd.net

Company St. Bernard Parish Government

Contact Person Hillary Nunez

Address 8201 W. Judge Perez Drive

City/State Chalmette, LA 70043

Telephone 504-278-4317

Fax # _____

E-Mail Address hnunez@sbgp.net

Company Louisiana Land Trust

Contact Person Mike Taylor

Address 11601 Southfork, Suite D

City/State Baton Rouge, LA 70816

Telephone 225-395-0777

Fax # _____

E-Mail Address mtaylor@lalandtrust.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Daniel Gerrity being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of June 2016

Kelly A. Philipp
Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified In Nassau County
My Commission Expires March 30, 2019

Name of submitting business: CG-3PL Engineering DPC

By: Daniel Gerrity
Print name
[Signature]
Signature

CEO
Title

6 / 2 / 2016
Date

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal MUST include:

- i) Date of formation;
01/28/2014
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Daniel Gerrity, CEO
[REDACTED]
50% Ownership

Richard Cloutier, President
[REDACTED]
[REDACTED]
50% Ownership
- iii) Name, address and position of all officers and directors of the company;
Daniel Gerrity, CEO
[REDACTED]

Richard Cloutier, President
[REDACTED]
[REDACTED]
- iv) State of incorporation (if applicable);
New York
- v) The number of employees in the firm;
5
- vi) Annual revenue of firm;
[REDACTED]
- vii) Summary of relevant accomplishments
CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance and a seamless transition.
- viii) Copies of all state and local licenses and permits.
Please see attached Certificate of Incorporation in the State of New York and Certificate of Authorization to provide Professional Engineering Services in New York State.
- B. Indicate number of years in business.
2 Years
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance and a seamless transition.

CERTIFICATE OF INCORPORATION
OF
CG-3PL ENGINEERING D.P.C.

Under Section 1503 of the
Business Corporation Law
of the State of New York

The undersigned, a natural person of the age of eighteen years or over, desiring to form a design professional corporation pursuant to the provisions of the Business Corporation Law of the State of New York, does hereby certify: .

FIRST: The name of the design professional corporation shall be CG-3PL ENGINEERING D.P.C. (hereinafter the "Corporation").

SECOND: The Corporation shall practice the profession of Engineering.

THIRD: The county within this state in which the office of the Corporation is to be located is New York County.

FOURTH: The total number of shares which the Corporation shall have the authority to issue is 200 shares no par value.

FIFTH: The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is:

CG-3PL Engineering D.P.C.
Attn.: Daniel M. Gerrity
5813 Citrus Blvd., Suite 200
Harahan, LA 70123

SIXTH: A Certificate of Authority to provide engineering services in New York State issued by the New York State Education Department is attached to this Certificate of Incorporation.

SEVENTH: The names and residence addresses of all individuals who are to be the original shareholders, directors and officers of the Corporation are:

RICHARD ALAN CLOUTIER

[REDACTED]

DANIEL M. GERRITY

[REDACTED]

EIGHTH: The profession of each original shareholder, director, and officer who is a design professional is as follows: .

RICHARD ALAN CLOUTIER
Professional Engineer
License No: 093415

DANIEL M. GERRITY
Professional Engineer
License No: 089214

NINTH: The ownership interest of each original shareholder is as follows:

RICHARD ALAN CLOUTIER: Fifty-Percent (50%) ownership


DANIEL M. GERRITY: Fifty-Percent (50%) ownership

TENTH: The names of the original officers and directors who are the president, the chairperson of the board of directors and the chief executive officer or officers of the Corporation are:

RICHARD ALAN CLOUTIER
Chairperson of the Board of Directors and President

DANIEL M. GERRITY
Chief Executive Officer and Director

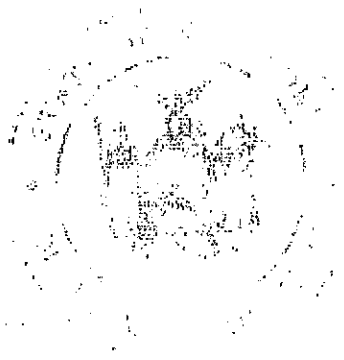
IN WITNESS WHEREOF, I have subscribed and acknowledged this certificate and affirmed as true the statements made herein this 28th day of January 2014.



Richard Alan Cloutier, Incorporator
801 Fern Street
Anna Maria, FL 34215-0455

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of CG-3PL ENGINEERING INC. D.P.C. was filed on 01/30/2014, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 12th day of January two
thousand and sixteen.*

Anthony Giardina

Executive Deputy Secretary of State



Office of the Professions



Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

01/30/2014

Name : CG-3PL ENGINEERING DPC

Street Address :

ATTN DANIEL M. GERRITY

5813 CITRUS BLVD

SUITE 200

NEW ORLEANS, LA 701230000

Business Entity : Design Professional Service Corporation

PSC # : 104328

Initial Filing Date : 01/30/14

Current through : 12/31/16

Certificate of Authorization to provide Professional Engineering Services in New York State :
YES

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.

16 080214 GERRITY DANIEL M -

16 093415 CLOUTIER RICHARD ALAN -

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See HELP glossary for further explanations of terms used on this page.

- Use your browser's back key to return to establishment list.
- You may search to see if there has been recent disciplinary action against this registered establishment.



Vendor Ownership Disclosure (Appendix H)

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CG|3PL Engineering, D.P.C.

Address: 1305 Franklin Ave., Ste. 210

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 46-5024974

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

3PI Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

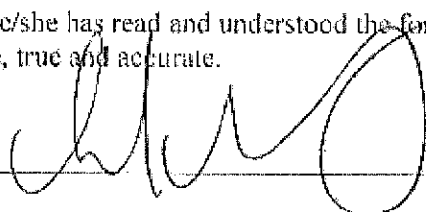
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/13/2016

Signed: 

Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BCG Engineering & Consulting, Inc.

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 72-1166774

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co ☒ Closely Held Corp Other (specify)

4. List names and addresses of all principals: that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

William Blackwell, [REDACTED]

Louis Guettera, [REDACTED]

Ann Springston-Shires, [REDACTED]

Rodney Gannuch, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED] Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED] Louis Guettera, [REDACTED]

Michael Dorris, [REDACTED] Jeff Peters, [REDACTED]

Michael Spletto

Adam Faschan

Ann Springston-Shires

William Blackwell

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CG|3PL Engineering, D.P.C.--Affiliated Company with common ownership

3PL Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

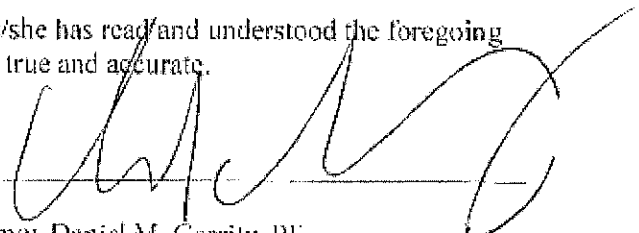
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/13/2016

Signed: 

Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 3PL Consulting, Inc.

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 46-0928180

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

Ann Springston-Shires, [REDACTED]

Rebecca Westerlund Coletta, [REDACTED]

Michael Dorris, [REDACTED]

Michael Spletto, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED] Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED] Louis Guerrero, [REDACTED]

Michael Dorris, [REDACTED] Jeff Peters, [REDACTED]

Michael Spletto, [REDACTED] Adam Faschan, [REDACTED]
Rodney Gannuch, [REDACTED]
Ann Springston-Shires, [REDACTED] William Blackwell, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CGI/3PI Engineering, D.P.C.--Affiliated Company with common ownership

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

Ardurra Group--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (c.g., Nassau County, New York State):

None

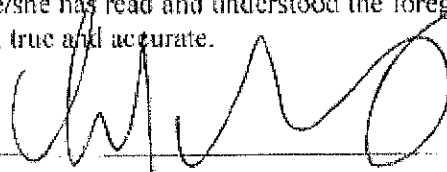
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

6/13/2016

Signed:



Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Ardurra Group, LLC

Address: 3012 26th Street

City, State and Zip Code: Metairie, LA 70002

2. Entity's Vendor Identification Number: 47-4036753

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Richard Cloutier, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Richard Cloutier, [REDACTED]

Daniel M. Gerrity, [REDACTED]

Rebecca Coletta, [REDACTED]

Louis Guerrero, [REDACTED]

Michael Dorris, [REDACTED]

Jeff Peters, [REDACTED]

Michael Spletto [REDACTED] Adam Etschan [REDACTED]
Rodney Gannuch [REDACTED] William Blackwell [REDACTED]
Ann Springston Shires [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

CG/3PL Engineering, D.P.C.--Affiliated Company with common ownership

BCG Engineering & Consulting, Inc.--Affiliated Company with common ownership

3PL Consulting, Inc.--Affiliated Company with common ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

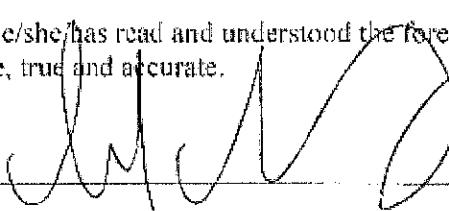
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

6/13/2016

Signed:



Print Name: Daniel M. Gerrity, PE

Title: Chief Executive Officer

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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) CG-3PL Engineering D.P.C., a consultant firm having its principal office at 1305 Franklin Ave., Ste. 210, Garden City, NY 11530 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate after two years of the execution date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement two times for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but are not limited to; disaster recovery services, capital project program management and grant administration. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A". ("Services") The Department will direct the Firm to provide specific services, consistent with Exhibit A – Detailed Scope of Services, through the issuance of Task Assignments. The Task Assignments will identify the specific services to be provided, the timeline for completing the work and the means of compensation pursuant to Exhibit B - Payment Schedule.

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and

as have been approved in advance by the Department.

- (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- (6) Direct costs incurred in the relocation of the Firm's temporary field offices.
- (7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Four Million (\$4,000,000)** dollars. The maximum amount set forth above is an estimate projected to cover anticipated future hourly billings under this Agreement. While the parties expect that the maximum amount will be sufficient to cover anticipated billings in the future, and while this Agreement provides that no more than a total of \$4,000,000.00 is authorized hereunder, it is not the intention of the parties to create a fixed or flat fee agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any

obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and

all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification

without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for 'Cause' by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the

accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service

charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written,

CG-3PL Engineering D.P.C.

By: 

Name: Daniel Gennity

Title: CEO

Date: June 2, 2016

NASSAU COUNTY

By: 

Name: Charles Lebans

Title: County Executive

Date: 6/8/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2 day of June in the year 2016 before me personally came Daniel Gernity to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the CEO of CG-3PL Engineering PC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

KELLY A. PHILIPP
NOTARY PUBLIC
NOTARY PUBLIC STATE OF NEW YORK
No. 01PH6322201
Qualified in Nassau County
My Commission Expires March 30, 2019

Kelly A. Philipp

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of October in the year 2016 before me personally came Charles Richmond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PH6322201

Qualified in Nassau County
Commission Expires April 02, 2020

Exhibit "A"

DETAILED SCOPE OF SERVICES

Scope of Services:

The County requires the Program Manager (PM) to provide the multiple services described below

1.1 2.1 Disaster Recovery Program Management

The Department working with the County's Office of Management and Budget (OMB) is responsible for the various work assignments associated with recovery from disasters such as Hurricane Irene and/or Superstorm Sandy. The Department has been utilizing a firm to provide Long Term Recovery Management Services associated with Superstorm Sandy. This contract, CQPW14000031, is set to expire and it is the intent of the Department to utilize this on call contract to assign task assignments associated with ongoing recovery work currently assigned to CQPW14000031 and to also assign new task assignments associated with the Superstorm Sandy and/or any other future disaster recovery effort(s) as required. The Firm must have the requisite experience to provide management and administrative support of grant activities and associated management activities as needed for federal and state programs, including, but not limited to Federal Emergency Management Agency (FEMA) including FEMA Public Assistance Program, FEMA Hazard Mitigation (404 and 406), New York State Governor's Office of Storm Recovery (GOSR), Army Corp of Engineers (ACOE), Community Development Block Grants -- Disaster Recovery (CDBG-DR) and the New York State Department of Homeland Security and Emergency Services (DHSES), amongst other funding sources, to assist with finalizing reimbursement of all phases of disaster management in response to and recovery from Superstorm Sandy and/or any other events identified as part of a work task assignment. Assignments under this service are typically expected to be reimbursed by the grantor agency, or agencies funding the program. The Firm is expected to adhere to all requirements of the funding agency in order to be approved and receive reimbursement including reporting and tracking of compliance of minority utilization plan, training through webinar etc. Appendix M and N of the RFP includes the requirements of various agencies that are expected but not limited to be part of the anticipated assignments

2.1.1 FEMA Activities -- The Firm will advise and assist the County by providing experienced staff to identify all damages, prepare project scopes, and manage all disaster grant eligible projects from inception through project close-out. The Firm will interface with FEMA and other federal and State agencies having legal jurisdiction with respect to the grant funding policies and guidelines to ensure the County receives the maximum eligible reimbursement. With respect to the FEMA Public Assistance and Hazard mitigation Programs, below is a sample of the administrative tasks the Firm will be expected to perform by phase of work.

- Project Listing Development
 - Site Identification
 - Immediate Needs -- Identification and Documentation
 - Data Collection and Dissemination
- Project Formulation
 - Site Visits
 - Project Description and Scope Development
 - Cost Estimation and Documentation
 - Project Worksheet Writing, Review and Final Approval
 - Evaluate and Document Special Considerations

- Assemble and Support Alternate Site and Improved project requests in anticipation of other funding
 - Project Worksheet Processing
 - Collect and process additional documentation requests from FEMA and DHSES
 - Interface with FEMA and DHSES on project specific questions, as needed
 - Assist in the development of Alternate and/or Improved projects by providing justification, documentation and any additional activities needed to advance projects with FEMA and DHSES
 - Project Worksheet Management and Closeout
 - Develop, request, transmit and process documents for project payment requests and project cost reconciliations
 - Monitor and review projects, and adjust, or estimate, any changes in costs in preparation for closeout or project worksheet versioning
 - Prepare responses to DHSES with respect to project worksheet reviews and document inspection, and closure document requests
 - Assemble and package documentation for project closeout requests
 - Maintain documents and financial records for final inspection as required by law.
- 2.1.2 **Activities for Other Funding Agencies** – The Firm will advise and assist the County by providing experienced staff to perform the activities similar to those listed in 2.1.1 for any and all other disaster-related funding agencies. Such activities may include preparation of applications and the collection of documentation and supporting material necessary to advance such grant applications. Additionally, the firm will provide staff needed for MWBE and Section 3 compliance monitoring and reporting, and other monitoring, compliance and reporting activities as contemplated in disaster-related grant agreements the County may execute.
- 2.1.3 **Meetings** – The Firm will schedule and conduct meetings with the County, consultants, funding agencies and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.1.4 **Financial Reporting** – The Firm will prepare and maintain financial records, correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third party auditors in accordance with grant agreement and federal and state reporting requirements.

2.2 Capital Project Management

The Department is responsible for the implementation of the County's Capital Program. Within the Capital Program there are various categories including but not limited to Roads, Infrastructure, Traffic and Public Safety. The Department may require work task assignments on any of these categories associated with any of the assignments listed below. It should be noted that there are Firms assigned to Program Management Services for a number of areas currently, i.e. Building Consolidation, Wastewater Facilities, Fuel Tank Compliance. Assignments in these areas will only be requested if the scope of these contracts do not contemplate the required work task assignment.

- 2.2.1 **Planning Services** – Review the planning and constructability of capital projects identified in the capital plan and operating budget of the authority. Review related documents and make recommendations as to site logistical planning, phasing and

construction implementation. The relevant documents to be reviewed include operational data, technical reports, drawings, specifications, project information papers, presentations and other documents. Investigate zoning, permitting, environmental, logistic and public relation issues which may impact plan implementation. Inspect the sites and facilities included in the plan, and explore proposed tasks and environs, as needed, to inform the recommendations. Advise the County regarding the relative life-cycle costs and impacts of the various options and recommended viable option. Prepare project milestone schedule to verify logistics and construction sequences.

- 2.2.2 Budgeting – Review existing construction cost estimates and prepare project budgets and an overall program budget, based on these estimates. Where estimates are not provided, prepare conceptual project estimates to facilitate budgeting. As projects progress and estimates are prepared, review and update the project budgets, as necessary, to reflect the best available information. In the event that any project estimate exceeds the budget, confer with the County and stakeholders and prepare recommendations for bringing the project within budget.
- 2.2.1 Scheduling - Develop and maintain the program Master Schedule, using the Critical Path Method, collaborating with the County and other consultants as necessary. The schedule shall include project phases and milestones. Update the Master Schedule monthly to show progress and changes and advise county for recovering schedule delay, if any.
- 2.2.3 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the program. Update the cash flow projection whenever there is a change in the Program which will significantly impact the analysis.
- 2.2.4 Meetings – Schedule and conduct meetings with the County, consultants, and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.2.5 Procurement Services – Assist the County in soliciting and evaluating proposals for professional services including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services. Similarly, assist the County in procuring construction and other contracts associated with project/program delivery and collaborate with the County and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the County's interest while complying with all applicable public procurement rules and regulations.
- 2.2.6 Program Administration – Assist in administering the professional services contracts and construction contracts related to the delivery of the projects/program on the County's behalf. This administration includes, but is not limited to reviewing professional/construction work product (deliverables), providing appropriate direction, processing payment requests, progress monitoring and generally administering the professional and construction contracts as an extension of the County's staff. The Program Manager's role encompasses performing such tasks, functions and activities which would benefit and enhance the County's interest in timely, efficiently and economically delivering the Program within budget and schedule, including but not limited to minimizing change orders, claims and delays.
- 2.2.7 Grant and Other Applications – Assist the County in preparing submittals pursuant to federal, state or local grant applications, requests for reimbursement, reporting minority utilization, tracking EBO (Equitable Business Opportunity) system etc. related to the Program.

- 2.2.8 Public Relations – Assist the County in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.2.9 Post-construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of County personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of attic stock, operation and maintenance manuals, record drawings, as-built Building Information Model (BIM), web based project construction photos, etc.
- 2.2.10 Field Offices – The Program Manager may be provided furnished and equipped office space within the Department's offices, similar to that provided to the Department's staff, except that the Program Manager shall furnish his own personal computers and software, cellular telephones/Blackberries, and digital cameras. Telephone and internet services and regular office supplies will be provided by the Department at no cost to the Program Manager.

2.3 Grant Application Preparation and Management

The Department is proactive in looking for, applying and managing various opportunities to receive outside funding/grants to offset both operating and capital funding. The Department anticipates work task assignments for both assisting staff in the application process for various grant opportunities and/or also the administration of the grant if received. The categories of these grants include but are not limited to; Consolidation Funding Applications (CFA) for the various NYS agencies, Regional Economic Development Council, NYS Environmental Facilities Corporation (EFC), USDOT TIGER Grants Program and Grant programs administered by DASNY.

2.4 New York Metropolitan Transportation Council (NYMTC)

The Department's Planning, Transit and Engineering Units are involved with the various committees and sub committees at the different levels of the regional transportation planning process that is part of NYMTC. As such there are various task assignments that maybe required including but not limited to the Regional Transportation Plan (RTP), Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP).

Exhibit "B"

Payment Schedule

2.1 Disaster Management

	HOURLY RATE PER POSITION (1)
Program Manager	\$175.00
Deputy Program Manager	\$160.00
Project Coordinator	\$175.00
Administrative Assistance	\$95.00
Senior Advisor	\$175.00
Engineer Licensed	\$165.00
Engineer	\$95.00
Project Managers	\$160.00
Geographic Information System Specialist	\$125.00
Financial Lead	\$95.00
Database Managers	\$95.00
Construction Managers	\$160.00
Floodplain Subject Matter Expert	\$125.00

1. The hourly rate per position shall be inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses.

2.2 Capital Project Management

2.3 Grant Application Preparation and Management

2.4 New York Metropolitan Transportation Council (NYMTC)

- A. The Firm shall be paid on the basis of 2.3 times the actual salaries or wages paid to the technical personnel engaged in this phase of the work exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175.00) per hour.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.
- I. Certain task assignments maybe requested to be paid on a lump sum basis and paid as a percentage complete based upon a pre approved schedule.

Appendix EE

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE; evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to

expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no

charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Daniel M. Gerrity, PE (Name)

1305 Franklin Ave., Ste. 210, Garden City, NY 11530 (Address)

516-570-7285 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

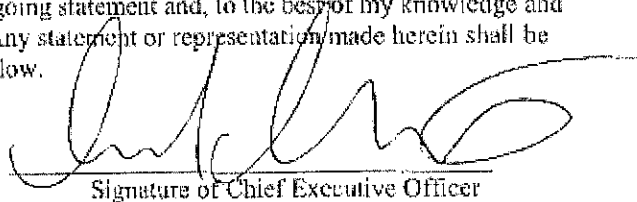
3. In the past five years, Proposer/Bidder has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

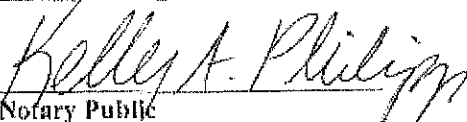
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 2, 2016
Dated


Signature of Chief Executive Officer

Daniel Gernity
Name of Chief Executive Officer

Sworn to before me this

2 day of June, 2016

Notary Public

KELLY A. PHILIPP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6322201
Qualified In Nassau County
My Commission Expires March 30, 2019

REQUEST TO INITIATE

RTI Number 16-0103

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: On Call - Program ManagementDepartment: Public Works Project Manager: K Arnold Date: 3/9/16Service Requested: On Call SERVICES related to variousJustification: needs of the DepartmentRequested by: R.M. Het Department/Agency/OfficeProject Cost for this Phase/Contract: 1.01 (Plan/Design/Construction/CM/Equipment)
Circle appropriate phaseTotal Project Cost: 1.01 Date Start Work: _____ Duration: _____
Includes design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☒ NO ☐ Just Arnold 3/9/16
SIGNATURE DATEFunding Allocation (Capital Project): VARIOUS
See Attached Sheet if multiyear ☐NIFS Entered: NA DATE _____ AIM Entered: NA DATE _____
SIGNATURE SIGNATUREFunding Code: _____ Timesheet Code: _____
use this on all encumbrances use this on timesheetsState Environmental Quality Review Act (SEQRA):
Type II Action ☒ or Environmental Assessment Form Required ☐
NA Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐ [Signature]
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐ [Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature _____

REQUEST TO INITIATE

RTI Number 16-0104

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC.

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: FEMA Recovery PM SERVICESDepartment: Public Works Project Manager: K Arnold Date: 3/9/16Service Requested: Assist DPW & OMB in variousJustification: management and financial tasks assoc
with Sandy Recovery

Requested by: _____ Department/Agency/Office: _____

Project Cost for this Phase/Contract: ☒ Plan/Design/Construction/CM/Equipment
Circle appropriate phaseTotal Project Cost: _____
Includes, design, construction and CMDate Start Work: _____
Phase being requestedDuration: _____
Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐FEMCODE\$75K/mth x 24FEM 1000\$1.8 m.

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES

NO

Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 18, 2016

SUBJECT: Approval of Contract Advisement
Disaster Recovery Services associated with Sandy

This Department is requesting approval of the following encumbrance that is necessary for Disaster Recovery services as part of our "On-Call" Program Management contract.

PERSONAL SERVICES ON-CALL ASSISTANCE CONTRACT B9000016S
PWFEM 1000/DE500 - \$2,999,000

This is an encumbrance to the "On-Call" Program Management Contract No. B9000016S. The work to be performed under this encumbrance includes the program management services associated with the management and closeout of the various Project Worksheets (PWs) that Nassau County is managing related to the recovery from Sandy. The PWs are related to recovery efforts for all County Departments under the joint supervision of OMB and the Department.

Proposals were sent to all three on call firms and the firms submitted proposals along with the associated fee. A technical review committee reviewed the proposals and scored the firms as follows:

<u>Firm</u>	<u>Technical Score</u>	<u>Fee (two years)</u>
CG/3PL	93.2	\$2,999,000.00
LiRo	79.0	\$4,933,120.38
Jacobs	78.6	\$5,652,960.00

The proposed team from CG/3PL was technically ranked significantly higher as compared to the other firms. CG/3PL has been on the County's disaster recovery team since the onset of our recovery efforts. The Team proposed includes the same management and technical personnel and has been successful in assuring the County receives the awards necessary to ensure a successful recovery. Additionally this team has a long history of working with the staffs of FEMA and NYS-DHES that is critical for the long term success of the recovery. The proposed teams from LiRo and Jacobs both have the required experience in the type of work for this assignment; however, not to the extent of CG/3PL.

The proposed hourly rate per person for CG/3PL (see Table) represents a fair rate for the services and in most positions less than what the Department is currently paying them under their current contract.



Office of the County Executive
 Att: Richard R. Walker, Chief Deputy County Executive
 May 18, 2016
 Page 2
 Re: Approval of Contract Advise ment

Position	Hourly Rate Per Person ¹			
	Liro	Jacobs	CG/3PL	Brisk
Program Manager	\$242.00	\$175.00	\$175.00	\$175.00
Deputy Project Manager	\$220.00	\$175.00	\$160.00	\$160.00
Project Coordinator	\$140.00	\$135.00	\$175.00	\$100.00
Administrative Assistance	\$90.00	\$60.00	\$95.00	\$90.00
Senior Advisor	\$240.00	\$175.00	\$175.00	\$160.00
Engineer Licensed	\$160.00	\$170.00	\$165.00	\$150.00
Engineer	\$110.00	\$125.00	\$95.00	\$140.00
Project Manager	\$195.00	\$160.00	\$160.00	\$150.00
Geographic Information System Specialist	\$110.00	\$130.00	\$125.00	N/A
Financial Lead	\$185.00	\$140.00	\$95.00	N/A
Database Manager	\$185.00	\$132.00	\$95.00	N/A
Construction Manager	\$110.00	\$150.00	\$160.00	\$125.00
Floodplain Subject Matter Expert	\$200.00	\$155.00	\$125.00	N/A

The Task Assignment requested that the firms include a man hour allocation for a two year period. This duration was chosen based on an assumption that the current level of work would be consistent until the end of that period. It should be noted that this Task Assignment is an extension of County staff and the daily assignments of this staff are under the direction of OMB and the Department.

With your concurrence, the Department will move forward with securing the services of CG/3PL. Appropriate funds are available in the FEMA Fund and it is also anticipated that CG/3PL fees will be reimbursed within each of the PWs DAC allocations.

Following your approval, or disapproval, we will proceed accordingly.



Richard Miller
 Chief Deputy Commissioner

RM:KGA:jm

c: Shila Shah-Gavroudis, Commissioner
 Kenneth G. Arnold, Assistant to Commissioner
 Christopher Nolan, Deputy Budget Director
 Christopher Yansick, Management Analyst II

APPROVED:



Richard R. Walker
 Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker
 Chief Deputy County Executive

6/8/16 ✓

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works


DATE: May 25, 2016 (revised June 8, 2016)

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No. B9000016S

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. *This Department proposes to enter into an On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. The Department historically has had various personnel services contracts covering these services. It is the intent of these on call contracts to continue to provide these services moving forward.*
2. The work involves the following:
Scope of Work: Provide management support services to the Department associated with various programs that are required to be done.
3. An estimate of the cost is: \$4,000,000.00 over three (3) years
4. An estimate of the duration is: Thirty six (36) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:fas

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



u/lr/16 ✓

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Attn: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

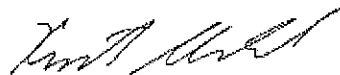
DATE: June 8, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No. B9000016S
Task Assignment One Disaster Recovery - Sandy

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. The work to be performed under this assignment includes the program management services associated with the management and closeout of the various Project Worksheets (PWs) that Nassau County is managing related to the recovery from Sandy. The PWs are related to recovery efforts for all County Departments under the joint supervision of OMB and the Department.
2. The work involves the following:
Scope of Work: Provide management support services to the Department associated with various programs that are required to be done.
3. An estimate of the cost is: \$2,999,000.00
4. An estimate of the duration is: Thirty six (36) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Attn: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:las

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesmar, Management Analyst II



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Daniel M. Gerrity, PE Chief Executive Officer

Name and Title of Authorized Representative

m/d/yyyy

Signature

Date

CG3PL Consulting, Inc.

Name of Organization

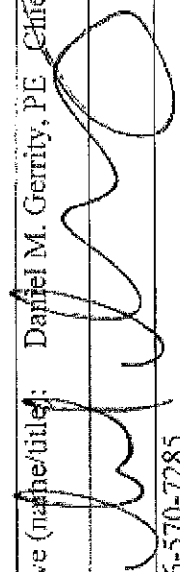
1305 Franklin Ave., Suite 210, Garden City, NY 11530

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	CG 3PL Engineering, D.P.C.
Address (street/city/state/zip code):	1305 Franklin Ave., Ste. 210, Garden City, NY 11530
Authorized Representative (name/title):	Daniel M. Gerrity, PE Chief Executive Officer
Authorized Signature:	
Contract Number:	516-570-7285
Contract/Project Name:	On Call Program Management
Contract/Project Description:	

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$4,000,000.00	
Total MBE Dollar Amount	Estimated \$400,000	10
Total WBE Dollar Amount	Estimated \$400,000	10
Total Combined M/WBE Dollar Amount	Estimated \$800,000	20

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm		Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: 300 Engineering Group		Grant Management	Amount (\$): Estimated \$400,000.00	Start Date: At Notice to Proceed
Address: 3850 Bird Rd., Ste. 601				
City: Miami			Award Date: At Notice to Proceed	Completion Date: Duration of Contract
State/Zip Code: FL 33146				
Authorized Representative: Franklin Torrealba				
Telephone No. 305-763-98290			Amount (\$):	Start Date:
Name:				
Address:				
City:			Award Date:	Completion Date:
State/Zip Code:				
Authorized Representative:				
Telephone No.			Amount (\$):	Start Date:
Name:				
Address:				
City:			Award Date:	Completion Date:
State/Zip Code:				
Authorized Representative:				
Telephone No.				

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: NOVA Address: 1225 Franklin Ave., Ste. 325 Box 121 Garden City State/Zip Code: NY 11530 Authorized Representative: Maria Molina Telephone No. 786-325-8070	Grant Management	Amount (\$): Estimated \$400,000.00 Award Date: At Notice to Proceed	Start Date: At Notice to Proceed Completion Date: Duration of Contract
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 17, 2016

SUBJECT: Proposed On Call Program Management Service Agreement

This Department proposes to enter into an On Call Program Management to provide program management services for the County in assisting the Office of Management and Budget (OMB) and the Department of Public Works (DPW) in a number of areas including but not limited to disaster recovery efforts, capital project implementation and grants administration. The Department historically has had various personnel services contracts covering these services. It is the intent of these on call contracts to continue to provide these services moving forward.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP) dated March 18, 2016. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Nassau Day* and *NFS Contractor Reporter*.

Proposals from four (4) firms were received on April 22, 2016. The technical proposals were evaluated by professionals from within the Department of Public Works and the Office of Management and Budget. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's labor rates and multiplier as requested in the RFPs.

Firm Name	Rank	Rating	Services 2.1 (hourly loaded rates)	Services 2.2, 2.3 and 2.4 (Multiplier)
LiRo	1	84.4	See table 1.2	2.15 (2.4 for Section 2.3)
Jacobs	2	83.8	See table 1.2	2.2
CG/3PL	3	78.6	See table 1.2	2.3
Brisk	4	32 (Not Responsive)	See table 1.2	1.0



Table 1.2

Position	Hourly Rate Per Person ¹			
	LiRo	Jacobs	CG/3PL	Brisk
Program Manager	\$242.00	\$175.00	\$175.00	\$175.00
Deputy Project Manager	\$220.00	\$175.00	\$160.00	\$160.00
Project Coordinator	\$140.00	\$135.00	\$175.00	\$100.00
Administrative Assistance	\$90.00	\$60.00	\$95.00	\$90.00
Senior Advisor	\$240.00	\$175.00	\$175.00	\$160.00
Engineer Licensed	\$160.00	\$170.00	\$165.00	\$150.00
Engineer	\$110.00	\$125.00	\$95.00	\$140.00
Project Manager	\$195.00	\$160.00	\$160.00	\$150.00
Geographic Information System Specialist	\$110.00	\$130.00	\$125.00	N/A
Financial Lead	\$185.00	\$140.00	\$95.00	N/A
Database Manager	\$185.00	\$132.00	\$95.00	N/A
Construction Manager	\$110.00	\$150.00	\$160.00	\$125.00
Floodplain Subject Matter Expert	\$200.00	\$155.00	\$125.00	N/A

1- The hourly rate per position is inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses.

Upon completion of the technical review, it was determined by the Technical Review Committee (TRC) that the top three firms have sufficient expertise in all the services requested. The lowest technically ranked firm, Brisk Business Inc. did not respond to all the criteria requested in the RFP nor is the firm's experience coincide with what the County is looking for on this solicitation. The TRC then evaluated the top three firms cost proposals. For Service 2.1, Disaster Recovery all three firms submitted cost proposals that are not very different than what we have approved under prior similar contracts. As to Services 2.2 – 2.4 the multipliers submitted by LiRo and Jacobs were acceptable to the TRC. The multiplier, 2.7, submitted by CG/3PL was considered high as compared to what the Department typically sees for this type of work. CG/3PL was requested to submit a best and final offer (BAFO) and their revised multiplier is 2.3, which the TRC finds acceptable.

In our professional judgment, the proposal submitted by LiRo Program and Construction Management PE P.C., Jacobs and CG/3PL Design Professional Corp., having the highest technical ratings and proposing a reasonable fee structure, represents the best value to the County. There are various areas of need associated with this On Call Program Management contract. As part of the solicitation the Department included seven Task Assignments in anticipation. These Task Assignments were reviewed by the TRC and separate authorization memos will be sent for approval. In setting the cap and duration of these on call contracts the anticipated awards of the Task Assignments have been included in this analysis. To cover these Task Assignments and the future assignments the Department is recommending a contract cap of \$4,000,000 over a duration of two years with an option of two one-year extensions.

Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive
May 17, 2016
Page 3
Re: Proposed On Call Program Management Service Agreement

Funds will be made available from the appropriate Capital Projects and the FEMA fund. Additionally the RFP was developed so that, where feasible, the costs associated with program will be reimbursed, if allowable, by the funding agency.

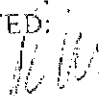
With your concurrence, the Department will process on call agreements through the appropriate approvals.

Following your approval, or disapproval, we will proceed accordingly.


Richard Millet
Chief Deputy Commissioner

RPM:KGA:jm

c: Shila Shah-Gavnioudias, Commissioner
Christopher Nolan, Deputy Budget Director
Kenneth G. Arnold, Assistant to Commissioner
Loretta Dionisio, Hydrogeologist II
Christopher Yansick, Management Analyst II

APPROVED: 

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive